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Filing date: **10/09/2008**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91183674
Party	Plaintiff The Grip Master Co. Pty. Ltd.
Correspondence Address	Mark G. Chretien Greenberg Traurig LLP 1000 Louisiana Street Suite 1800 Houston, TX 77002 UNITED STATES chretienm@gtlaw.com, mathenya@gtlaw.com, taglem@gtlaw.com, vinsonl@gtlaw.com, laipmail@gtlaw.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Mark G. Chretien
Filer's e-mail	chretienm@gtlaw.com, mathenya@gtlaw.com, taglem@gtlaw.com, vinsonl@gtlaw.com, laipmail@gtlaw.com
Signature	/MGC/
Date	10/09/2008
Attachments	MOTION TO SUSPEND.pdf (25 pages)(607106 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re U.S. Application Serial No.: 76/683,027

For the Mark: THE GRIP MASTER

Applicant: The Grip Master USA, Inc.

Filed: October 17, 2007

THE GRIP MASTER CO. PTY. LTD.,)	
)	
Opposer,)	
)	
v.)	
)	
THE GRIP MASTER USA, INC.,)	
)	
Applicant)	
)	

Opposition No.: 91183674

OPPOSER'S REQUEST FOR SUSPENSION

Dear Sir or Madam:

Pursuant to 37 CFR § 2.117, Opposer, The Grip Master Co. Pty. Ltd., hereby moves for suspension of the above indicated proceeding.

In addition to this Opposition proceeding, Opposer and Applicant are involved in litigation involving the mark THE GRIP MASTER in the United States District Court for the Southern District of Texas, Civil Action No. 4:07-CV-04116. Pleadings and a Scheduling Order from this litigation matter are attached hereto as Exhibits A-C to the accompanying Declaration.

The Board has authority under 37 CFR 2.117(a) to suspend a proceeding before it where the parties are also engaged in a concurrent civil action that may have a bearing on the case

before the Board, pending final resolution of the civil case. (*See Whopper-Burger, Inc. v. Burger King Corp.*, 181 USPQ 805, 807 (TTAB 1974); *Toro Co. v. Hardigg Industries, Inc.*, 187 USPQ 689, 692 (TTAB 1975)).

Opposer wishes to suspend action in the present Opposition proceeding pending resolution of the related litigation matter. Discovery is currently underway in the above referenced litigation, and docket call is scheduled for April 8, 2009, at which time a trial date will be set.

WHEREFORE, Opposer hereby requests that the above referenced Opposition proceeding be suspended.

Respectfully submitted this 9 day of October, 2008.

GREENBERG TRAURIG, LLP

By: 

Mark G. Chretien

Anthony F. Matheny

Ben D. Tobor

GREENBERG TRAURIG LLP

1000 Louisiana Street, Suite 1800

Houston, Texas 77002

Tel: 713-374-3528

Fax: 713-754-7528

E-mail: chretienm@gtlaw.com

Attorneys for Opposer,
The Grip Master Co. Pty. Ltd.

CERTIFICATE OF SERVICE

I hereby certify that on October 9, 2008, a true and correct copy of the foregoing Opposer's Request for Suspension was served by USPS Express Mail Post Office to Addressee, on the following:

MARY J. GASKIN
ANNELIN & GASKIN
2170 BUCKTHORNE PL STE 220
THE WOODLANDS, TX 77380-1794



Mark G. Chretien

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re U.S. Application Serial No.: 76/683,027

For the Mark: THE GRIP MASTER

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THE GRIP MASTER CO. PTY. LTD.,)	
)	
Opposer,)	
)	
v.)	
)	
THE GRIP MASTER USA, INC.,)	
)	
Applicant)	
)	

Opposition No.: 91183674

DECLARATION

Mark G. Chretien does declare as follows:

That he is the Opposer's attorney in the above identified Opposition proceeding.

That he has been informed and thus alleges upon information and belief that:

- (1) Civil Action No. 4:07-CV-04116 in the United States District Court for the Southern District of Texas commenced on December 6, 2007, with the filing of a Complaint for, inter alia, trademark infringement relating to The Grip Master USA, Inc.'s use of the trademark THE GRIP MASTER. Copies of the Complaint and the Answer thereto are attached hereto as Exhibits A & B.

- (2) A Scheduling Order, a copy of which is attached hereto as Exhibit C, was issued by Judge Nancy Atlas in Civil Action No. 4:07-CV-04116 on October 2, 2008. According to the Scheduling Order, Discovery is set to close on December 5, 2008. From this Scheduling Order, it is readily apparent that the matter has progressed substantially in the District Court.

And that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of title 18 of the United States Code.

Respectfully submitted,

GREENBERG TRAURIG, LLP

By: 

Mark G. Chretien
1000 Louisiana Street, Suite 1800
Houston, Texas 77002
Tel: 713-374-3528
Fax: 713-754-7528
E-mail: chretienm@gtlaw.com

Attorney for Opposer,
The Grip Master Co. Pty. Ltd.

CERTIFICATE OF SERVICE

I hereby certify that on October 9, 2008, a true and correct copy of the foregoing Declaration and Exhibits A-C was served by USPS Express Mail Post Office to Addressee, on the following:

MARY J. GASKIN
ANNELIN & GASKIN
2170 BUCKTHORNE PL STE 220
THE WOODLANDS, TX 77380-1794


Mark G. Chretien

EXHIBIT A

**IN THE UNITED STATES DISTRICT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

THE GRIP MASTER CO. PTY. LTD.,

Plaintiff,

vs.

THE GRIPMASTER USA, INC.,
AND HARRY E. SEWILL,

Defendants.

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CIVIL ACTION NO. _____
JURY DEMANDED

COMPLAINT

The Grip Master Co. Pty. Ltd. ("GM" or "Plaintiff") files this Complaint against The Gripmaster USA, Inc. ("GMUSA") and Harry E. Sewill ("Sewill") (collectively "Defendants") and would respectfully show the Court as follows:

PARTIES

1. Plaintiff, The Grip Master Co. Pty. Ltd., is an Australian corporation with its principal place of business in Preston South, Victoria, Australia.
2. Defendant, The Gripmaster USA, Inc., is a Texas corporation with its principal place of business in Conroe, Texas. Defendant may be served with process by serving its registered agent for service of process, Harry E. Sewill at 3828 West Davis, Suite 308-106, Conroe, Texas 77304.
3. Defendant Harry E. Sewill is a resident of Conroe Texas and may be served with process herein at 3828 West Davis, Suite 308-106, Conroe, Texas 77304.

JURISDICTION AND VENUE

4. This civil action asserts a claim for relief for patent infringement that arises under the Patent Laws of the United States (35 U.S.C. §271, et seq.). This civil action also asserts claims for relief for trademark infringement and unfair competition that arise under the Lanham Act (15 U.S.C. § 1051, et seq.). Accordingly, this Court has jurisdiction of this civil action under 28 U.S.C. §§ 1331 and 1338(a). This Court also has jurisdiction over this civil action under 28 U.S.C. §§ 1332 and 1367 based upon diversity among the parties and the amount in controversy being in excess of \$75,000.00, and based on Plaintiffs' claim for relief arising under state law.

5. Venue is proper in this Court under 28 U.S.C. §§ 1400(b) and 1391(c).

FACTUAL BACKGROUND

6. GM was incorporated in Australia on September 30, 1998. GM is in the business of manufacturing original equipment manufactured ("O.E.M.") and replacement ("Aftermarket") grips for golf clubs. GM began selling its grips in the United States on March 2, 1999.

7. On September 17, 2002, United States Patent No. 6,449,803 B1 was duly and legally issued in the name of Ian McConchie for a grip for a handle or shaft. McConchie assigned all of his right, title, and interest in U.S. Patent No. 6,449,803 B1 to GM. A copy of U.S. Patent No. 6,449, 803 B1 is attached hereto as Exhibit A.

8. GM owns a common law trademark for the mark THE GRIP MASTER for golf club grips by virtue of GM's use of the trademark THE GRIP MASTER in the United States beginning March 2, 1999. Moreover, golf club grips covered by U.S. Patent No. 6,449,803 B1 are sold, offered for sale, advertised and promoted in the United States under the mark THE GRIP MASTER.

9. GM's trademark is valid, subsisting, and in full force and effect.

10. The trademark THE GRIP MASTER (the "Mark") is associated exclusively with GM for use with golf club grips. GM has used the mark THE GRIP MASTER in interstate commerce in the United States continuously since March 2, 1999. As a result of GM's marketing of its golf club grips and the extensive advertising and other business generation efforts to promote the Mark, the Mark has become well-known in the Houston metropolitan area, the State of Texas, and the United States as identifying GM's products and business. Customers and potential customers in these areas have come to identify the Mark as originating with GM. Consequently, GM has developed substantial recognition among the consuming public for its high quality products sold under it's Mark THE GRIP MASTER and has acquired and enjoys a valuable reputation and significant goodwill associated with it's Mark THE GRIP MASTER and products sold under it's Mark THE GRIP MASTER.

11. GM's use of the Mark in the golf club industry has been exclusive. As a result of this exclusive use of the Mark and the long and widespread use that has been made by GM of the Mark, there is substantial recognition and association of the Mark with GM by the consuming public for golf club grips.

12. GM has recently learned that Defendants are promoting, advertising, selling, and offering for sale golf club grips bearing GM's Mark; however, are not authorized to promote, advertise, sell, or offer for sale golf club grips bearing GM's Mark. In particular, Defendants, use GM's Mark THE GRIP MASTER on their products as well as use the moniker "The Grip Master USA" on or in connection with their golf club grips. For example, Defendants advertise, promote, sell, and offer for sale their golf club grips through personal sales calls and over the Internet through the web site www.thegripmasterusa.com. By including GM's Mark on Defendants' products, Defendants are infringing upon GM's trademark rights. Given the

substantial similarity of Defendants' products to GM's genuine products, and the inclusion of GM's Mark on Defendants' products, there is a substantial likelihood that consumers will be confused, misled, or deceived as to the source of Defendants' golf club grips. Accordingly, Defendants are infringing GM's Mark.

13. Moreover, on October 17, 2007, GMUSA filed with the U.S. Patent and Trademark Office an application to register GM's Mark THE GRIP MASTER for golf club grips. This application was assigned Application Serial No. 76/683,027 and identifies GMUSA as the owner of this application. In filing this application, GMUSA fraudulently alleges that it is the owner of the mark THE GRIP MASTER and that no other party has a right to use the mark THE GRIP MASTER in the United States. GMUSA has not only committed fraud on the U.S. Patent and Trademark Office, GMUSA's filing of this trademark application is another act of trademark infringement.

14. Additionally, by virtue of the fact that Defendants' golf club grips are covered by GM's U.S. Patent No. 6,449,803 B1, Defendants golf club grips also infringe U.S. Patent No. 6,449,803 B1.

CAUSES OF ACTION

COUNT I

PATENT INFRINGEMENT OF U.S. PATENT NO. 6,449,803 B1

15. GM repeats and re-alleges the allegations set forth above.

16. GMUSA and Sewill are infringing U.S. Patent No. 6,449,803 B1, by making, using, selling, offering for sale, and/or importing into the United States golf club grips covered by one or more of the claims of U.S. Patent No. 6,449,803 B1, and will continue to do so unless enjoined by this Court.

17. GM has no adequate remedy at law and will suffer irreparable harm and damage as a result of GMUSA and Sewill's acts should GMUSA and Sewill not be enjoined from further acts of infringement.

COUNT II
TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

18. GM repeats and re-alleges the allegations set forth above.

19. Defendants' improper use of GM's Mark THE GRIP MASTER and sale of their infringing products bearing GM's Mark THE GRIP MASTER is confusing to consumers and constitutes infringement of GM's trademark rights in violation of the Lanham Trademark Act ("Lanham Act"). Defendants' unauthorized use of GM's Mark THE GRIP MASTER violates Section 43 of the Lanham Act which prohibits the use of a trademark in such a manner as is likely to cause confusion as to the source of the goods bearing the trademark. *See* 15 U.S.C. § 1125. Defendants' use of GM's Mark THE GRIP MASTER also violates Section 32 of the Lanham Act prohibiting the unauthorized use of a trademark which is likely to cause confusion. *See* 15 U.S.C. § 1114.

20. Defendants are currently selling their infringing golf club grips under GM's Mark THE GRIP MASTER and will continue to do so unless enjoined from doing so by this Court. If Defendants are allowed to continue to sell under an infringing mark, the distinctiveness of GM's Mark will be diminished or destroyed. GM will also lose its goodwill created by its Mark. The continuing acts of Defendants are jeopardizing the goodwill of GM and its valuable Mark, and such acts have caused and are causing irreparable injury to GM and to the consuming public. Unless the acts of the Defendants complained of herein are enjoined by this Court, they will continue to cause irreparable injury to GM and to the public, for which there is no adequate

remedy at law. Accordingly, GM seeks injunctive relief prohibiting the infringing acts by Defendants complained of herein.

21. Additionally or, in the alternative, GM seeks an accounting and its actual and consequential damages resulting from Defendants' infringing acts. Moreover, GM seeks punitive, additional, and enhanced damages from Defendant.

22. As evidenced by Defendants' promotion of their infringing products as "The Grip Master USA" grips, Defendants have been, and currently are, aware of the valuable trademark rights of GM. Therefore, on information and belief, the above-described activities have been willful.

23. On information and belief, Defendants will continue to undertake such activities which infringe GM's Mark THE GRIP MASTER unless enjoined by the Court.

24. As a consequence of these activities and the impairment to GM's goodwill, reputation, and customer base, GM has been irreparably harmed to an extent not yet determined and will continue to be irreparably damaged by such acts in the future unless Defendants are immediately and, after trial, permanently enjoined by this Court from continuing his unlawful activity.

COUNT III
WILLFUL PATENT AND TRADEMARK INFRINGEMENT

25. GM repeats and re-alleges the allegations set forth above.

26. On September 3, 2007, GM sent two letters to Defendants informing them that Defendants were in possession of GM's golf club grips under the Mark THE GRIP MASTER, that Defendants had not fully paid for those golf club grips, and that Defendants were no longer permitted to sell GM's golf club grips. As a result, any manufacture, use, sale, offer for sell, or importation into the United States by Defendants after at least as early as October 5, 2007, of any

golf club grip distributed by GM under the Mark THE GRIP MASTER would be an infringement of GM's patent and trademark rights. Despite GM's letters, Defendants continued to at least offer for sale and sell GM's patented golf club grips under GM's Mark THE GRIP MASTER. And, to this day Defendants continue to knowingly and willfully infringe Plaintiffs' patent and trademark rights. As such, Defendants' patent and trademark infringement is willful.

COUNT IV
TRADEMARK INFRINGEMENT AND
UNFAIR COMPETITION UNDER TEXAS LAW

27. GM repeats and re-alleges the allegations set forth above.

28. The acts of Defendants complained of above constitute trademark infringement and unfair competition under the common law of the State of Texas. As a result of the infringement and unfair competition by Defendants, GM has suffered and will continue to suffer injury and damage in an amount yet to be determined. Upon information and belief, the acts of infringement by Defendants have resulted in substantial unjust profits and unjust enrichment on the part of Defendants in an amount yet to be determined. Such acts of trademark infringement and unfair competition are causing harm to GM.

29. The continuing acts of Defendants are jeopardizing the goodwill of GM and its valuable Mark, and such acts have caused and will continue to cause irreparable injury to GM and to the consuming public. Unless the acts of the Defendants complained of herein are enjoined by this Court, they will continue to cause irreparable injury to GM and to the public, for which there is no adequate remedy at law. Additionally or in the alternative, GM seeks an accounting and its actual and consequential damages as a result of Defendant's infringing acts which have resulted in confusion among the public. Moreover, GM seeks punitive and enhanced damages for Defendant's willful conduct.

COUNT V
TRADEMARK DILUTION UNDER TEXAS LAW

30. GM repeats and re-alleges the allegations set forth above.

31. The facts set out above demonstrate that Defendants are diluting the exclusivity and distinctiveness of the Mark in violation of the Texas Anti-Dilution Act. Defendants' unauthorized use of GM's Mark constitutes a dilution of GM's Mark and injures GM's business reputation, in violation of TEX. BUS. & COM. CODE § 16.29.

32. As a result of the dilution by Defendants, GM has suffered, and is suffering, injury and damage in an amount yet to be determined. Upon information and belief, the acts of dilution by Defendants have resulted in and are currently resulting in substantial unjust profits and unjust enrichment on the part of Defendants in an amount yet to be determined. GM seeks injunctive relief to prevent this type of injury from continuing. Additionally or in the alternative, GM seeks an accounting and damages.

COUNT VI
REQUEST FOR MONETARY RELIEF,
TREBLE DAMAGES AND ATTORNEYS' FEES AND COSTS

33. GM repeats and re-alleges the allegations set forth above.

34. The acts of Defendants complained of above have resulted in trademark infringement and unfair competition. Accordingly, pursuant to 15 U.S.C. § 1117(a), GM is entitled to recover 1) Defendants' profits; 2) any damages sustained as a result of Defendants' infringing acts; and 3) the costs associated with these causes of action. GM is also entitled to all damages adequate to compensate GM for Defendants' infringement of U.S. Patent No. 6,449,803 B1, but in any event, not less than a reasonable royalty.

35. Moreover, GM is entitled to an award of treble damages, as well as an award of punitive damages, pursuant to 15 U.S.C. § 1117(b) and 35 U.S.C. § 285 as a result of the

extenuating circumstances of this case, Defendants' intentional use of the Mark, infringement of U.S. Patent No. 6,449,803 B1, and their gross, wanton, and/or willful conduct.

36. Furthermore, as a result of Defendants' actions, GM has been required to retain the services of counsel to represent it in this matter, and it has been forced to incur and is presently incurring attorneys' fees in order to enforce its patent and trademark rights. These fees and expenses are necessary and reasonable in order to prosecute this matter. Accordingly, GM requests that it be granted an award of attorneys' fees and costs as a result of Defendants' actions.

DEMAND FOR JURY TRIAL

37. GM demands a trial by jury on all claims and issues.

CONCLUSION AND PRAYER

Accordingly, Plaintiff The Grip Master Co. Pty. Ltd. prays for entry of judgment:

- a. finding that Defendants have infringed U.S. Patent No. 6,449,803 B1;
- b. enjoining Defendants and their agents, servants, employees, and attorneys, and those persons acting in concert, or participation with them from continuing to infringe U.S. Patent No. 6,449,803 B1;
- c. for an accounting for damages for Defendants' patent infringement;
- d. finding Defendants' patent infringement willful and this case be deemed exceptional pursuant to 35 U.S.C. § 285 and an assessment of interest and costs against Defendants, including Plaintiff's reasonable attorney's fees;
- e. finding that Defendants have infringed and diluted GM's common law trademark rights in the Mark THE GRIP MASTER;
- f. finding that Defendants have falsely and intentionally mislead consumers by directly or indirectly representing that infringing products are endorsed by, sponsored by, or affiliated with GM;
- g. finding that Defendants have engaged in unfair competition;
- h. enjoining Defendants, their officers, directors, agents, employees, representatives, successors, assigns, if any, and those in privity or concert with them from further

acts that would amount to infringement of GM's common law trademark rights in the Mark THE GRIP MASTER, dilution of GM's goodwill associated with GM's Mark THE GRIP MASTER, or unfair competition;

- i. awarding GM all damages caused by the acts of Defendants and all profits of Defendants from acts complained of, and/or all costs to GM caused by Defendants' activities complained of herein;
- j. trebling the damages and profits awarded to GM as authorized by 15 U.S.C. § 1117;
- k. granting GM pre-judgment and post-judgment interest on the damages caused to GM by reasons of Defendants' activities complained of herein at the highest rates allowed by law;
- l. finding that this is an exceptional case and awarding GM its reasonable and necessary attorneys' fees in accordance with 15 U.S.C. § 1117;
- m. awarding costs to GM; and
- n. awarding GM such other and further relief, at law or in equity, as the Court may deem just and proper under the circumstances.

Respectfully submitted,



Robert J. Kruckemeyer
SBN: 11735700
800 Commerce Street
Houston, Texas 77002
713-226-5175
713-225-0827 Facsimile

Of Counsel:

GREENBERG TRAURIG LLP

Anthony Matheny
Texas State Bar No. 24002543
1000 Louisiana, Suite 1800
Houston, Texas 77002
(713) 374-3583 (Telephone)
(713) 754-7583 (Fax)

**ATTORNEYS FOR PLAINTIFF
THE GRIP MASTER CO. PTY. LTD.**

EXHIBIT B

IN THE UNITED STATES DISTRICT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Court
Southern District of Texas
FILED

FEB 4 2008

Michael N. Kirby, Clerk

THE GRIP MASTER CO. PTY. LTD.,

Plaintiff,

vs.

THE GRIPMASTER USA, INC.,
AND HARRY E. SEWILL,

Defendants.

CIVIL ACTION NO.

4:07-CV-04116

**SUBJECT TO DEFENDANTS' MOTION TO DISMISS OR, IN THE
ALTERNATIVE, MOTION TO STAY AND MOTION TO ABATE,
DEFENDANTS' ORIGINAL ANSWER**

Defendants, The Grip Master USA, Inc. and Harry Sewill, file this original answer to Plaintiff, The Grip Master Co. Pty. Ltd.'s, original complaint.

ADMISSIONS AND DENIALS

1. Defendants deny the allegations in paragraph one (1) because they have no personal knowledge that Plaintiff's principal place of business is Australia.
2. Defendants admit the allegations in paragraph two (2) except that the correct address is 2505 N. Frazier Street, Conroe, Texas 77303.
3. Defendants admit the allegations in paragraph three (3) except that the correct address is 2505 N. Frazier Street, Conroe, Texas 77303.
4. Defendants admit the allegations in paragraph four (4) regarding what claims have been alleged by Plaintiff in this action; however, Defendants are without knowledge or information sufficient to form a belief as the truth of the allegations regarding jurisdiction and therefore deny them.

5. Defendants are without knowledge or information sufficient to form a belief as the truth of paragraph five (5) and therefore deny.

6. Defendants are without knowledge or information sufficient to form a belief as the truth of paragraph six (6) and therefore deny.

7. Defendants are without knowledge or information sufficient to form a belief as the truth of paragraph seven (7) and therefore deny.

8. Defendants deny the allegations in paragraph eight (8) stating that Plaintiff holds a common law trademark for the mark The Grip Master. Defendants are without knowledge or information sufficient to form a belief as the truth of the remainder of the allegations in paragraph eight (8) and therefore deny them.

9. Defendants deny the allegations in paragraph nine (9).

10. Defendants deny the allegations in paragraph ten (10).

11. Defendants deny the allegations in paragraph eleven (11).

12. Defendants deny the allegations in paragraph twelve (12).

13. Defendants admit the allegations contained in the first two sentences of paragraph thirteen (13). Defendants deny the remaining allegations in paragraph thirteen (13).

14. Defendants deny the allegations in paragraph fourteen (14).

15. Defendants repeat and reassert all responses to the allegations contained in paragraphs one through fourteen (14) of Plaintiff's original complaint.

16. Defendants deny the allegations in paragraph sixteen (16).

17. Defendants deny the allegations in paragraph seventeen (17).

18. Defendants repeat and reassert all responses to the allegations contained in paragraphs one through seventeen (17) of Plaintiff's original complaint.

19. Defendants deny the allegations in paragraph nineteen (19).
20. Defendants deny the allegations in paragraph twenty (20).
21. Defendants deny the allegations in paragraph twenty-one (21).
22. Defendants deny the allegations in paragraph twenty-two (22).
23. Defendants deny the allegations in paragraph twenty-three (23).
24. Defendants deny the allegations in paragraph twenty-four (24).
25. Defendants repeat and reassert all responses to the allegations contained in paragraph one through twenty-four (24) of Plaintiff's original complaint.
26. Defendants admit the allegations contained in the first sentence of paragraph twenty-six (26) to the extent that two letters were sent. Defendants deny the truthfulness of the allegations contained in the letters. Defendants deny the remaining allegations in paragraph twenty-six (26).
27. Defendants repeat and reassert all responses to the allegations contained in paragraphs one through twenty-six (26) of Plaintiff's original complaint.
28. Defendants deny the allegations in paragraph twenty-eight (28).
29. Defendants deny the allegations in paragraph twenty-nine (29).
30. Defendants repeat and reassert all responses to the allegations contained in paragraphs one through twenty-nine (29) of Plaintiff's original complaint.
31. Defendants deny the allegations in paragraph thirty-one (31).
32. Defendants deny the allegations in paragraph thirty-two (32).
33. Defendants repeat and reassert the responses to the allegations contained in paragraphs one through thirty-two (32) of Plaintiff's original complaint.
34. Defendants deny the allegations in paragraph thirty-four (34).

- 35. Defendants deny the allegations in paragraph thirty-five (35).
- 36. Defendants deny the allegations in paragraph thirty-six (36).
- 37. Defendants admit that Plaintiff has requested a jury trial.

PRAYER

For theses reasons, Defendants ask the court to enter judgment that Plaintiff take nothing, dismiss Plaintiff's suit with prejudice, assess costs against Plaintiff, and award Defendants any further relief, both general and specific, in law and in equity, to which they may be justly entitled.

Respectfully Submitted,

RENTEA & ASSOCIATES



BOGDAN RENTEA

Attorney in Charge

S. D. of Texas Bar No. 22859

State Bar No. 16781000

1002 Rio Grande

Austin, Texas 78701

Tel: (512) 472-6291

Fax: (512) 472-6278

**ATTORNEY FOR DEFENDANTS
THE GRIPMASTER USA, INC.,
AND HARRY SEWILL**

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that true and correct copies of the above and attached document, have been sent to all counsel of record on this 4th day of February 2008, in accordance with the Federal Rules of Civil Procedure as follows:

Robert J. Kruckemeyer
806 Commerce Street
Houston, Texas 77002
Ph: (713) 226-5175
Fax: (713) 225-0827

Via U.S. Mail

Attorneys for the Gripmaster
Company Pty. Ltd.,


Nathan Leake

EXHIBIT C

HEARING MINUTES AND ORDER

Cause Number: 07-4116

Style: The Grip Master Co. Pty. Ltd. v. The Gripmaster USA, Inc. et al

Appearances:

Counsel:

Representing:

Robert Kruckemeyer/Mark Chretien

Plaintiff

Bogdan Rentea

Defendants

Date: October 2, 2008

ERO: Yes

Time: 1:30 p.m. - 3:00 p.m.

Interpreter:

At the hearing the Court made the following rulings:

Discovery hearing held. Rulings as stated on the record in open court.

Defendant must place all emails' that have been produced in chronological order and have them bated stamped. Also Defendant must do more thorough searches for documents as described on the record in open court.

Key words for electronic searches and protective order to be completed by **October 13, 2008.**

Document discovery due **October 31, 2008.**

All Discovery to be completed by **December 5, 2008.**

Additional claim construction requests and summary judgment due **January 5, 2009**

Joint pretrial order due **April 1, 2009.**

Docket call set for **April 8, 2009 at 4:00 p.m.**

SIGNED at Houston, Texas this 2nd day of October, 2008.



Nancy F. Atlas
United States District Judge